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6 *Attorneys for Receiver Geoff Winkler*

7 **UNITED STATES DISTRICT COURT**

8 **DISTRICT OF NEVADA**

9 SECURITIES AND EXCHANGE  
 10 COMMISSION;

11 Plaintiff,

12 vs.

13 CAPSOURCE, INC., et al.

14 Defendants.

15 CASE NO. 2:20-CV-02303-RFB-DJA

**JOINT MOTION TO WITHDRAW  
 APPLICATION FOR APPROVAL &  
 PAYMENT OF ATTORNEYS' FEES &  
 REIMBURSEMENT OF EXPENSES  
*WITH RESPECT TO KING SCOW ONLY,*  
 WITHOUT PREJUDICE**

16 Receiver Geoff Winkler (the “Receiver”) and King Scow Koch Durham, LLC (“King  
 17 Scow”) jointly move the Court to allow for the withdrawal of King Scow’s Application for  
 18 Approval and Payment of Attorneys’ Fees and Reimbursement of Expenses (the “Fee  
 19 Application”), filed on July 18, 2024, as ECF No. 83, *with respect to fees and expenses sought by*  
 20 *King Scow (the “King Scow Fees”) only, without prejudice.* This joint motion is based on the  
 21 following:

22 1. On July 18, 2024, King Scow filed the Fee Application and included both a request  
 23 for the King Scow Fees *and* a request for fees and expenses by Pryor Cashman LLP, Michelman  
 24 & Robinson, LLP, and/or John J. Giardino (the “Giardino Fees”). (*See* ECF. No. 83).

25 2. Subsequent to the filing of the same, King Scow and the Receiver have conferred  
 26 in an effort to reach agreement regarding the Fee Application and two stipulations and orders  
 27 were entered to continue the briefing schedule to allow for further discussions regarding both the  
 28 King Scow Fees and, separately, the Giardino Fees. (*See* ECF Nos. 86 & 88).

1       3. Responses to the Fee Application are currently due on or before August 29, 2024.

2       4. Based on the discussions between King Scow and the Receiver, King Scow has  
3 agreed to withdraw its request for the King Scow Fees, *without prejudice*.

4       5. For the avoidance of doubt, this agreement does not impact the request for the  
5 Giardino Fees also included within ECF. No. 83, which the parties agree shall remain pending  
6 before the Court.

7       **WHEREFORE**, King Scow and the Receiver jointly move the court to allow for the  
8 withdraw of King Scow's request for attorney fees and reimbursement of expenses, *without*  
9 *prejudice*. The parties are advised that the Securities and Exchange Commission has no objection  
10 to this request.

11      Dated this 29th day of August 2024

12      **GREENBERG TRAURIG, LLP**

13      /s/ Kyle A. Ewing

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20      **Attorneys for Receiver Geoff Winkler**

21      Dated this 29th day of August 2024

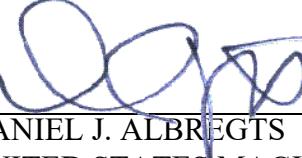
22      **KING SCOW KOCH DURHAM, LLC**

23      /s/ Steven B. Scow

24      DAVID R. KOCH (NV Bar No. 8830)  
25      STEVEN B. SCOW (NV Bar No. 9906)  
26      DANIEL G. SCOW (NV Bar No. 14614)  
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28      Henderson, Nevada 89052

29      **Attorneys for King Scow Koch Durham,  
30      LLC**

31      **IT IS SO ORDERED.**

32        
33      \_\_\_\_\_  
34      DANIEL J. ALBREGTS  
35      UNITED STATES MAGISTRATE JUDGE

36      DATED: 8/30/2024

1                   **CERTIFICATE OF SERVICE**

2                   I certify that on **August 29, 2024**, I caused the foregoing document to be electronically  
3 filed with the Clerk of the Court using the CM/ECF system, which will send notification of such  
4 filing to the CM/ECF participants registered to receive such service.

5                   */s/ Evelyn Escobar-Gaddi*

6                   An employee of GREENBERG TRAURIG, LLP